

KIM BERNADETTE JACQUES
993 EQUESTRIAN DRIVE #3304
HENDERSON, NEVADA 89002
970-403-4733
kimbjacques@gmail.com
PLAINTIFF IN PROPER PERSON

UNITE STATES DISTRICT COURT
DISTRICT OF NEVADA

KIM BERNADETTE JACQUES

Plaintiff,

-vs-

ALBERETSONS, LLC et al /

Defendant(s).

CASE NO. 2:20-cv-00079-RFB-BNW

PLAINTIFF KIM BERNADETTE JACQUES
REQUEST OF THE COURT EXTENTION
AND REINFORCEMENT OF PROTECTIVE
ORDER
EFC No.

06/09 /2020	5 3	MINUTE ORDER IN CHAMBERS of the Honorable Richard F. Boulware, II on 6/9/2020.
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PLAINTIFF KIM BERNADETTE JACQUES Request for Reinforcement and Extension
of Stipulations Civil protective order Personal Identification Information and Identity

COMES NOW Plaintiff KIM BERNADETTE JACQUES, pro se litigant respectfully
request that this Court enter an injunction, pursuant to case Jacques v. Defendants
Albertsons LLC et al Breach of Contract and Negligence, IDENTITY THEFT. This is the
humblest of pleas, the Plaintiff's Adult Children are at RISK OF EXPOSURE,
EXPLOITATION, AND POTENTIAL CORPORATE INSURANCE FRAUD all due to
this

:Subject Incident ALBERTSONS LLC. This pro se litigant is requesting that her identity
be protected by the Honorable Court and Judge. Once you put a face to a name, in our

society, all aspects and images of an individual can go virtual in the media and in a millisecond a person's life can be destroyed forever. This Subject Incident has forever changed my life> Albertsons LLC has violated the most precious Right of being an

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American. RIGHT TO PRIVACY. Born an American with Rights TO LIVE FREELY. The Right for a Court of Law to Protect me and my family from any additional exploitation.

QUOTE:

"At The FMC Group, we believe relationships matter. Relationships, built on trust and lasting lifetimes, are the foundation of our happiness and drive our success. Our purpose is to help our clients live the life they want and attain true peace of mind."

Robert J. Fink, CPFA, ChFC®, CFP®, Managing Director, Private Wealth Advisor

The Defendants and the Defense Counsel neglected to REDACT any of the Plaintiffs Personal Identification Information. Therefore, the Plaintiff is now requesting that all of her personal identification information be redacted from the Courts Records.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer-identification numbers; dates of birth; names of minor children; financial account numbers; and, in criminal cases, home addresses, in compliance with [Fed. R. Civ. P. 5.2](#) or [Fed. R. Crim. P. 49.1](#). This requirement applies to all documents, including attachments.

REQUEST NO. 1 Please Stop the bleeding of my life into the public eye and lens throughout the Judicial Court System and the Federal Court House.

Since the last Order to Stay the Case, the following leaks have occurred from the Court and the Defendants or Defense Counsel. This Plaintiff is in complete fear for her family.

1. Theodore Jeremy St. Arnault is the Plaintiff's Insurance Agent and Investment Broker. Mr. St. Arnault owns and operates AMERICAN NATIONAL Insurance Henderson, Nevada. (*DISCLOSURE OMMITTED*)

The NOTICE OF DATA Breach Notification states that someone has " We believe unauthorized parties may have used an automated bot process to obtain your driver's license number by entering personal information (such as your name and address) they acquired from unknown sources into the American Family quoting platform. "Recent data security incident of American Family Mutual Insurance Company, S.I. (American Family). "To the extent you were affected by this incident, unauthorized parties may have obtained your driver's license number."

The Plaintiff is requesting that action be taken as soon as is allowed by the Honorable Judges. Everyday, this pro se litigants' personal identification information is floating about the Defendants businesses and their corporations. They have full access to my entire life, history, current, past, now I am receiving all the notices to let me know that

my life is no longer my own. This saddens me greatly and the Plaintiff is completely exposed. Please help and stop the bleeding.

REQUEST NO.2 The Plaintiff's Identity has been STOLEN and this pro se litigant has received a DATA BREACH NOTIFICATION from AMERICAN NATIONAL FAMILY INSURANCE. Exhibit #1 See attached Evidence. PROTECT MY PERSONAL IDENTIFICATION INFORMATION.

REQUEST NO 3. The Plaintiff has been contacted on multiple times on her private phone number and personal e-mail address from an unknown and unsolicited self-introduced agent of the Court in the CASE of Jacques v. Albertsons LLC. Please stop the bleeding of my life, this pro se litigant personal and confidential information from leaking throughout the court. My privacy and identity are being decimated in front of my own eyes.

Exhibit #2 Attached E-Mail Correspondence from:

Jacques v. Albertson's LLC

Inbox



Alex Wieck <wieck.alex@lexshares.com>

Aug 3, 2021, 2:28

to me

Hi Kim,

You came across my radar via the above matter and I thought it could make sense to reach out regarding funding products.

We offer financing against portfolios of tort claims like this one as well as for mass torts, collective or commercial contingency matters, among others — always full non-recourse and typically at more than market rates.

Let me know if this is something that might be of interest to you now or in the future and I'd be happy to discuss.

Thanks.

Best,
Alex

--

Alex Wieck

Director of Investments and Partnerships

[LexShares](http://www.LexShares.com)

Direct: (646) 902-5996

Cellular: (516) 220-9844

wieck.alex@lexshares.com

If you do not want further emails from me, please click [here](#)

-

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Alex Wieck <wieck.alex@lexshares.com>

Aug 10, 2021, 2:38

to me

Hi Kim, wanted to follow up on my last note.

Let me know if non-recourse capital could be helpful for your firm, secured either by your contingency subset cases of it.

Again, we've done deals inclusive of matters like the above so I think we'd be a good resource for you need. For further background, our funds can be used for anything from case expenses, to associate pure fee monetization.

Hope to hear from you, thanks.



Alex Wieck <wieck.alex@lexshares.com>

Aug 17, 2021, 2:48

to me

Hi Kim,

Following up again — I'm guessing you have no immediate capital needs but hoping that you're open mind moving forward. I can also send along some case studies outlining several of our past law firm fu you'd like, let me know.



ReplyForward

REQUEST NO 4. Please provide any PROTECTION AND PROTECTIVE ORDER TO

EXTEND TO ALL OF this pro se litigants family identified on the WITNESS LIST.

REQUEST NO 5. Please protect this Plaintiff's MAIDEN NAME, DATE OF BIRTH, SOCIAL SECURITY NUMBER AND PERSONAL IDENTIFICATION INFORMATION BY COURT ORDERED REDACTION. The Defense Counsel neglected to Redact any of the STOLEN Personal Identification Information and signature of this Plaintiff / pro se litigant.

REQUEST NO 6.

Please allow this Plaintiff, in sight of the above requests, this pro se litigant had previously recognized that it is necessary to protect myself and my identity. Due to the

issues of COVID and the COURT RESTRICTIONS OF IN PERSON APPEARANCE, this Plaintiff is requesting a CLOSED COURT. I do not want to be facially recognized to any entity. I am a very private person and never, ever, wanted any of this exposure. It will ruin my life to face any unknow person outside of all that I have already encountered. I am still suffering physically, mentally, and financially due to this litigation. The ORDER that will be rendered in this case will not change or stop the insidious and life changing injuries, but I am pleading that Your Honor will stop the bleeding.

REQUEST NO. 7 PROTECT this pro se litigants WELLS FARGO BANK ACCOUNT AND INCOME.

Over \$700.00 has been stolen from the Plaintiff's personal checking account since the ORDER TO STAY THE CASE. See attached BREACH NOTIFICATIONS FRAUDULENT ACTIVITY AND E-MAIL NOTIFICATIONS.

Your Wells Fargo inquiry has been received (Claim 70712211077)

Inbox



Wells Fargo Online <alerts@notify.wellsfargo.com>
to me

Mon, Jul 12, 5:15

We received your claim inquiry

ATM/Debit/Prepaid Card Claim Reference Number **70712211077**

RE: Debit Card XXXX-XXXX-XXXX-1127

We have received an inquiry regarding your Wells Fargo account **XXXXXX7074**.

Please be assured that we take this claim seriously and will work closely with you to resolve this matter. We will contact you if additional information is needed.

You received this notification because you are a cardholder, account owner, or an authorized representative for this account.

If you have questions, please call us at 1-877-230-8708. Our hours are:

- During Daylight Savings Time: Monday – Friday, 7:00 am to 8:00 pm or Saturday, 8:00 am to 7:00 pm Eastern Time.
- During Standard Time: Monday – Friday, 7:00 am to 7:00 pm or Saturday, 8:00 am to 7:00 pm

Eastern Time.

Thank you for bringing this matter to our attention.
Wells Fargo ATM Operations

[wellsfargo.com](https://www.wellsfargo.com) | [Security Center](#) | [Contact Us](#)

Please do not reply to this automated email.

F1C

7dd710cf-95aa-45f8-8e34-530caf07ae79



ReplyForward

Wells Fargo Claim 70712211077: Investigation Completed

Inbox



Wells Fargo Online <alerts@notify.wellsfargo.com>

Wed, Jul 14, 10:28
AM

to me

Investigation has been completed

ATM/Debit/Prepaid Card Claim Reference Number **70712211077**

RE: Debit Card XXXX-XXXX-XXXX-1127

Thank you for your patience in the time required to review your claim. We have completed our investigation of this claim and determined that an error did occur. We have sent a letter by mail with the details of our investigation.

Please refer to the letter for the final amount credited to your Wells Fargo account **XXXXXXX7074**.

If you have further questions after receiving the letter, please call us at 1-877-230-8708. Our hours are:

- During Daylight Savings Time: Monday - Friday, 7:00 am to 8:00 pm or Saturday, 8:00 am to 7:00 pm Eastern Time.
- During Standard Time: Monday - Friday, 7:00 am to 7:00 pm or Saturday, 8:00 am to 7:00 pm Eastern Time.

Thank you for bringing this matter to our attention. We appreciate the opportunity to assist you with resolving this claim.

Sincerely,

Wells Fargo ATM Operations

[wellsfargo.com](https://www.wellsfargo.com) | [Security Center](#) | [Contact Us](#)

You received this notification because you are a cardholder, account owner, or an authorized representative for this account.

Please do not reply to this email directly.

F6B

b136c7e1-2671-41d6-a9b1-fcc205823272

Wells Fargo Online <alerts@notify.wellsfargo.com>
to me

Wed, Jul 14, 10:49

Account temporarily credited

ATM/Debit/Prepaid Card Claim Reference Number **70712211077**

RE: Debit Card XXXX-XXXX-XXXX-1127

We are processing a temporary credit to your Wells Fargo account **XXXXXX7074**. This credit is provisional until our investigation is complete.

We have sent a detailed letter by mail. Please refer to the letter for the credit amount.

To view the credit amount online, allow one business day for processing and then [sign on](#) and go to **Account Activity**.

Once the investigation is complete, we will notify you of the final outcome.

If you have questions, please call us at 1-877-230-8708. Our hours are:

- During Daylight Savings Time: Monday – Friday, 7:00 am to 8:00 pm or Saturday, 8:00 am to 7:00 pm Eastern Time.
- During Standard Time: Monday – Friday, 7:00 am to 7:00 pm or Saturday, 8:00 am to 7:00 pm Eastern Time.

For more information regarding the claims process, visit wellsfargo.com/claimstips.

Thank you for your patience in this matter.

Sincerely,

Wells Fargo ATM Operations

wellsfargo.com | [Security Center](#) | [Contact Us](#)

You received this notification because you are a cardholder, account owner, or an authorized representative for this account.

Please do not reply to this email directly.

F4B

547cac1e-f39c-494a-bed7-2c9cf9b03ec0



ReplyForward

REQUEST NO 8. Please do not allow the Defense Counsel to “ use, present in court, or utilize’ their “WET SIGNATURE” in Place of this pro se litigants signature.

Procedural History

August 3, 2017 ‘Subject Incident” ALBERTSONS LLC Store #3205. Plaintiff files Complaint August 2, 2019 in Eight Judicial District, Clark County, Case # A-19-799623-C 360 P.I. Jurisdiction: Diversity [Dkt.1] Petition for Removal January 13, 2020. January

13, 2020 Case Randomly assigned to Judge James C. Mahan. February 20, 2020 [Dkt14] ORDER Granting [Dkt.10] Motion for *Pro se Litigant* to file *Electronically*.

Magistrate Judge Brenda Weksler. February 20,2020 ORDER that [Dkt.5] GRANTING Motion to Dismiss, Judge James C. Mahan. March 5, 2020 [Dkt.18] AO85 Notice of Availability, Consent, and Order of Reference – Exercise of Jurisdiction by U.S. Magistrate Judge. [Dkt.98] Motion for Default Judgement. Defendants Albertsons LLC / Sedgwick Inc were both litigants in this action. Defendant Sedgwick, Inc did not Answer, Respond, Reply, or file a Motion within the 21 days after service under Rule12 of the Federal Rules of Civil Procedures.

This document in Support of the Default Judgement is based on the attached Memorandum of Points and Authorities, the pleadings, records, and files in this action, and any other argument that the Court will hear. other evidence and argument as maybe presented at the time of hearing on this motion.

Dated this 13th day of SEPTEMBER 2021

Respectfully Submitted by:

Kim Bernadette Jacques

Plaintiff: KIM BERNADETTE JACQUES

993 Equestrian Drive #3304

Henderson, Nevada 89002

970-403-4733

Memorandum of Points and Authority

Other disclosures

- *Summary Annual Report (SAR)*

You are required to send participants a summary annual report on the plan's financial information (contained in Form 5500) within nine months after the plan year-end or two months after the Form 5500 filing deadline, including extensions, whichever is later. The SAR can be sent electronically.

- *Summary Plan Description (SPD)*

You must provide a summary plan description (SPD) automatically to participants within 90 days of becoming covered by the plan. However, a new plan has 120 days after becoming subject to ERISA to distribute the SPD. An updated SPD must be furnished every 5 years if changes are made to SPD information or the plan is amended. Otherwise the SPD must be furnished every 10 years.

In addition to the Summary Plan Description, plan participants are entitled to receive a Summary of Material Modifications when there is a material modification in the terms of the plan or any change to the information in the Summary Plan Description. The Summary of Material Modifications must be written in a manner that the average participant can understand. The material must be furnished within 210 days after the close of the plan year in which the modification was made.

- *Plan Amendments*

Any amendments made to your plan should be in writing and made in accordance with the terms of the plan document. If a material amendment, participants must be notified of the change by being furnished a summary of material modifications.

- *DOL Disclosure Requirements*

The Department of Labor has disclosure requirements for administrators of ERISA-covered retirement plans under Section 404(a)(5). When a plan allocates investment responsibilities to participants or beneficiaries, the plan administrator must take steps to ensure that such participants and beneficiaries, on a regular and periodic basis, are made aware of their rights and responsibilities with respect to the investment of assets held in, or contributed to, their accounts and are provided sufficient information regarding the plan and the plan's investment

options, including fee and expense information, to make informed decisions with regard to the management of their individual accounts.

For more information on these guidelines, please contact your legal advisor or Retirement Plan Coordinator.

* Based on the year in which the Plan Year begins

† Applies to calendar year

‡ Based on the year in which the Limitation Year ends

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- I. **INTRODUCTION OF PERTINENT FACTS:**
- II. **Rule 36 (2) failure to admit,**
- III. **Rule 26 Duty to Disclose**
- IV. **Rule 34 VI Insurance Agreement 26 (f) (E) 5 (A) Information Withheld Surety Indemnity Insurer or Agent**
- V. SUBPOENA Leave of Court Requested 26 (b) and (2) F.R. of Evidence (B)
unavailable to Support the Defense of Defendants ALBERTSONS LLC /
- VI. **EXTENT OF RELIEF**
- VII. **Rule 36 (2) (A) (vi) Rendering a DEFAULT Judgement**

VIII. Rule 36, 37, 38, 39 Protective Order Request of the court to Reinforce the
PROTECTIVE ORDER

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IX. FOUR SEPARATE Court Ordered Due Dates Ignored by DEFENDANTS
ALBERTSONS LLC

- a. No Answer, Response, Defense, Joint Reports, Defenses, Objections, or Filings Addressing Complaint Breach of Contract and Negligence for the Court or Plaintiff.
- b. Defendants Counsel Backus, Carrazana, Burden 3050 South Durango Drive Las Vegas, Nevada 89117 Phone No. 702-872-5555 Fax. No 702-872-5545 Jack P. Burden Nevada State Bar No. 6919 Limited Appearance for Defendants Sedgwick, Inc. Jacquelyn Franco Nevada State Bar No. 13484 Appearance of Counsel for Defendants Albertsons LLC et al. have not agreed to Arbitration or Mediation and refused Consent for the Honorable Magistrate Brenda K. Weskler pursuant to the Order.
- c.

Rule 325. Breach of Implied Covenant of Good Faith and Fair
Dealing - Essential Factual Elements

In every contract or agreement there is an implied promise of good faith and fair dealing. This implied promise means that each party will not do anything to unfairly interfere with the right of any other party to receive the benefits of the contract. Good faith means honesty of purpose without any intention to mislead or to take unfair advantage of another. Generally speaking, it means being faithful to one's duty or obligation. However, the implied promise of good faith and fair dealing cannot

create obligations that are inconsistent with the terms of the contract.

Kim Bernadette Jacques claims that Albertsons LLC violated the duty to act fairly and in good faith. To establish this claim, [name of plaintiff] must prove all of the following:

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1. That KIM BERNADETTE JACQUES and DEFENDANTS ALBERTSONS LLC / entered into a contract.
- [2. That KIM BERNADETTE JACQUES did all, or substantially all of the significant things that the contract required her to do or that she was excused from having to performing an action;
3. That all conditions required for Defendant's ALBERTSONS LLC / performance had occurred/ [or] were excused.
4. That ALBERTSONS LLC specify conduct that plaintiff claims. FOR BREACH OF CONTRACT, NEGLIGENCE and Identity Theft.
prevented plaintiff from receiving the benefits under the contract.
5. That by doing so, ALBERTSONS LLC / did not act fairly and in good faith; and
6. The Plaintiff KIM BERNADETTE JACQUES was harmed by ALBERTSONS LLC conduct.

New April 2004; Revised June 2011, December 2012, June 2014, November 2019, May 2020 Directions

This instruction should be given if the plaintiff has brought a separate count for breach of the covenant of good faith and fair dealing. It may be given in addition to CACI No. 303, Breach of Contract - Essential Factual Elements, if breach of contract on other grounds is also alleged.

Include element 2 if the plaintiff's substantial performance of contract requirements is at issue. Include element 3 if the contract contains conditions precedent

that must 133 occur before the defendant is required to perform. For discussion of element 3, see the Directions for Use to CACI No. 303.

In element 4, insert an explanation of the defendant's conduct that violated the duty to act in good faith.

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If a claim for breach of the implied covenant does nothing more than allege a mere contract breach and, relying on the same alleged acts, simply seeks the same damages or other relief already claimed in a contract cause of action, it may be disregarded as superfluous because no additional claim is actually stated. (Careau & Co. v. Security Pacific Business Credit, Inc. (1990) 222 Cal.App.3d 1371, 1395 [272 Cal.Rptr. 387].) The harm alleged in element 6 may produce contract damages that

are different from those claimed for breach of the express contract provisions. (See)

Digerati Holdings, LLC v. Young Money Entertainment, LLC (2011) 194 Cal.App.4th 873, 885 [123 Cal.Rptr.3d 736] [noting that gravamen of the two claims rests on different facts and different harm].)

It has been noted that one may bring a claim for breach of the implied covenant without also bringing a claim for breach of other contract terms. (See Careau & Co., supra, 222 Cal.App.3d at p. 1395.) Thus, a jury should be able to find a breach of the implied covenant even if it finds for the defendant on all other breach of contract claims.

SOURCES AND AUTHORITY

"There is an implied covenant of good faith and fair dealing in every contract that neither party will do anything which will injure the right of the other to receive the benefits of the agreement." (Comunale v. Traders & General Ins. Co. (1958) 50 Cal.2d 654, 658 [328 P.2d 198], internal citation omitted.)

“Every contract imposes upon each party a duty of good faith and fair

dealing in its performance and its enforcement.” ‘The covenant of good faith finds particular application in situations where one party is invested with a discretionary power affecting the rights of another. Such power must be

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exercised in good faith.” (Carma Developers (Cal.), Inc. v. Marathon Development California, Inc. (1992) 2 Cal.4th 342, 371-372 [6 Cal.Rptr.2d 467, 826 P.2d 710], internal citations omitted.)

“When one party to a contract retains the unilateral right to amend the agreement governing the parties’ relationship, its exercise of that right is constrained by the covenant of good faith and fair dealing which precludes amendments that operate retroactively to impair accrued rights.” (Cobb v. Ironwood Country Club (2015) 233 Cal.App.4th 960, 963 [183 Cal.Rptr.3d 282].)

“The covenant of good faith and fair dealing, implied by law in every contract, exists merely to prevent one contracting party from unfairly frustrating the other party’s right to receive the benefits of the agreement actually made. The covenant thus cannot “be endowed with an existence independent of its contractual underpinnings’ It cannot impose substantive duties or limits on the contracting parties beyond those incorporated in the specific terms of their

CACI No. 325 CONTRACTS

X. RULE 134

Action to be taken by the Court Issue the EXTENTION OF THE PROTECTIVE ORDER. JACQUES v. DEFENDANTS ALBERTSONS LLC et al without further Delay of Due Judice or Delay of Due Process.

DATED this _13th__ day of SEPTEMBER_,2021

Kim Bernadette Jacques

SIGNATURE
KIM BERNADETTE JACQUES
993 EQUESTRIAN DRIVE #
3303
HENDERSON, NEVADA
89002

Order

At ECF No. 138, the District Judge stayed this case until the Court ruled on Plaintiff's motion to amend. Because this case is stayed, the Court denies ECF No. 141 without prejudice to Plaintiff refiling this motion after the stay is lifted.

IT IS SO ORDERED

DATED: 2:13 pm, September 14, 2021



BRENDA WEKSLER
UNITED STATES MAGISTRATE JUDGE

Document Preparation

The Clerk of the Court has provided *Instructions for Preparing Documents for Filing with the Eighth Judicial District Court*. These instructions may be downloaded from the Internet at www.clarkcountycourts.us/res/clerk/civil-criminal-library/legal-forms/DOCPREPGUIDE4-25-11.pdf.

Civil Cover Sheet

According to the Clerk of the Court "A completed Civil Cover Sheet must be present at the time of filing any new Civil or Family Law Case." These forms may be completed online and are available on the Clark County Courts website at www.clarkcountycourts.us/departments/clerk/common-forms/.

Each document needs a code. Codes are included in the *Instructions for Preparing Documents for Filing with the Eighth Judicial District Court* or may be found online at: www.clarkcountycourts.us/res/clerk/civil-criminal-library/legal-forms/DOCPREPGUIDE4-25-11.pdf

1 **CODE**

2 **NAME**

3 **ADDRESS**

4 **CITY, STATE ZIP CODE**

5 **TELEPHONE NUMBER**

6 **PLAINTIFF/DEFENDANT** IN PROPER PERSON

7 **DISTRICT COURT**

8 **FAMILY DIVISION**

9 **CLARK COUNTY, NEVADA**

10 **NAME,**

11 **Plaintiff(s),**

12 **-VS-**

13 **NAME,**

14 **Defendant(s).**

15 **CASE NO.**

16 **DEPT. NO.**

17 **TITLE OF DOCUMENT**

18 **HEARING DATE:**

19 **HEARING TIME:**

20 **BEGIN DOCUMENT.....**

21 **SIGNATURE**

22 **NAME**

23 **ADDRESS**

24 **CITY, STATE ZIP CODE**

25 **Text of the pleading begins here. Examples of standard wording used in pleadings may be found in several resources. The Library staff can direct you to these books and show you how to use them, but CANNOT choose language or comment on your form. Court Rules require that you use paper numbered down the left side, with one inch margins at top, left, and bottom. The text of the pleading must be double spaced and aligned to the left. Blank pleading paper may be purchased at the Reference Desk for \$0.25 per page.**

26 **You must show a local address, NOT a post office box, and a local telephone number. This allows the court to contact you if necessary.**

27 **You are a Plaintiff (or a Defendant) throughout the pleading or paper you are preparing.**

28 **This is the court description. Type the appropriate court here.**

29 **Include "Family Division" ONLY if you are in Family court.**

30 **These numbers are assigned by the court when the first document is filed. If you know this information, include it.**

31 **This is the caption, which may vary between courts. You may check the Internet or the Forms Index for sample forms for a specific court.**

32 **Type the title of the document here.**

33 **These are completed IF a hearing is set.**